

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO

IN RE: * CASE NUMBER: 03-10256 SEK

EDIBERTO MELENDEZ RODRIGUEZ *

Debtor(s) *

CHAPTER 7 (NO ASSET CASE)

EDIBERTO MELENDEZ RODRIGUEZ *

ADV. PRO. NO. 2006-00162

Plaintiff's *

VIOLATION OF THE DISCHARGE
INJUNCTION

vs. *

COOPERATIVA DE AHORRO Y *

CREDITO DE ARECIBO (COOPACA) *

JOHN DOE & RICHARD ROE; *

INSURANCE COMPANIES X, Y AND/ *

OR Z

Defendants *

ANTONIO FIOL MATTA *

Chapter 7 Trustee *

MOTION VOLUNTARY DISMISSAL WITH PREJUDICE

This Agreement is made on this 21st, day of February, 2008,
by Cooperativa de Ahorro y Credito de Arecibo (COOPACA) and
plaintiff Edilberto Melendez Rodriguez.

RECITAL

Whereas, on August 15th, 2006, plaintiff's filed the
Complaint in the above captioned adversary proceeding against
COOPACA for alleged willful violations of the automatic stay.


Entered: March 3
Case No. 03-10256


13. The parties to
this agreement
shall be bound by the terms of this agreement.

NOW THEREFORE, in consideration of the mutual covenants and undertaking set forth herein and intending to be legally bound hereby, COOPACA and plaintiff's agree as follow:

1. This agreement shall not be construed as an admission of wrongdoing or liability in connection with any of the parties here involved.

2. That in consideration, to indemnify Plaintiff's inconveniences and litigation costs, COOPACA have agreed to satisfy the plaintiff's an undisclosed amount as total and final payment of the claims.


3. The plaintiff's agrees to withdraw with prejudice the Complaint and all allegations against COOPACA and all co-defendants, contained in the Complaint and hereby releases COOPACA of and from all causes of action, damages, liabilities, expenses and cost whatsoever arising by reason of the events that prompted the present Complaint, whether here before or hereafter accruing and whether now known or not known to the parties hereto.



4. This agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties, and it will be binding even upon confirmation, conversion of dismissal.

5. The parties in this adversary proceeding respectfully submit that pursuant to Fed R Bakr P 2002(a), an objection period of twenty (20) days after the date of service of this Motion is


FILED IN PROCEEDING
NO. 06-00162-SEK
ADV. PROC. - General
Page 3
Docket Entry - 10/11/08 10:00 AM

sufficient, and that an Order Compromising Controversy and Approving Settlement Terms should be automatically entered unless a hearing is requested and a formal objection is filed in this proceeding with the Clerk's Office of the United State Bankruptcy Court, and a copy is delivered to the undersigned counsel for the plaintiff.

6. The parties in this adversary proceeding submit that service of this Motion upon the Creditor and the Master Address List is sufficient to comply with all notice requirements.



7. The parties in this adversary submit that all costs should be taxed against the party that bore them, if not otherwise agreed in this motion.



8. The appearing parties acknowledge that they have read and understand this agreement, and hereby agree to abide by its terms, and that the terms of this agreement will be binding upon the signature of the agreement even upon confirmation, conversion or dismissal of the bankruptcy case.

9. This Honorable Court will retain jurisdiction to enforce the terms of this stipulation and to enter any other orders deemed appropriate.

WHEREFORE, the appearing parties hereby request the withdrawal with prejudice of the complaint with no imposition of costs or attorney fees.

In San Juan, Puerto Rico, this 24th day of March, 2008.

RESPECTFULLY SUBMITTED.

/s/ EDGARDO PEREZ GUTIERREZ, ESQ.

USDC-PR

472 Ave. Tito Castro

Ponce, PR 00716

Tel. (787) 284-1192

Fax. (787) 244-7866

/s/ MARILYN VALDES ORTEGA, ESQ.

USDC-PR: 214711

P O BOX 195596

San Juan, PR 00919-5596

Tel. (787) 758-4400

Fax. (787) 763-0144

06-00162-SEK MELENDEZ RODRIGUEZ v. COOP A/C ARECIBO et al
Case type: ap Related bankruptcy: 03-10256-SEK7 Bankruptcy Judge: SARA E. DE JESUS
KELLOGG
Date filed: 08/15/2006 Date of last filing: 03/24/2008

Parties

COOP A/C ARECIBO

Added: 08/15/2006

(Defendant)

EDGARDO PEREZ GUTIERREZ

9140 CALLE MARINA
COND PONCIANA SUITE 401
PONCE, PR 00717
787-840-1157
Assigned: 10/03/06
LEAD ATTORNEY

represented by

INSURANCE COMPANIES X, Y & Z

Added: 08/15/2006

(Defendant)

JOHN DOE

Added: 08/15/2006

(Defendant)

EDIBERTO MELENDEZ RODRIGUEZ

URB BRAULIO D COLON
CALLE 2 E15
BAYAMON, PR 00959
SSNs: xxx-xx-3579
Added: 08/15/2006
(Plaintiff)

MARILYN VALDES ORTEGA

VALDES-ORTEGA
P O BOX 195596
SAN JUAN, PR 00919-5596
787 758-4400
valdeslaw@prtc.net
Assigned: 08/15/06
LEAD ATTORNEY

represented by

RICHARD ROE

Added: 08/15/2006

(Defendant)

PACER Service Center			
Transaction Receipt			
03/25/2008 08:50:20			
PACER Login:	sl0074	Client Code:	
Description:	Party List	Search Criteria:	06-00162-SEK
Billable Pages:	1	Cost:	0.08